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SPEC. 9. Describe any efforts or actions, not otherwise described, that relate to the use or potential use of current or prospective Video Programming agreements or negotiations between the Company and an Applicant, in a manner that would limit the ability of the Company to provide its Video Programming to an MVPD, OVD or by the Company directly to consumers.

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- **SPEC. 10.** For any OVD service that the Company has considered, plans to provide, or provides:
  - a. describe each provision identified in response to Specification 2 that influenced the Company's decision to launch, or not launch, such service, or limited the nature or scope of the OVD service that the Company was willing to or able to launch, and describe in detail how the provisions influenced the Company's decision-making;
  - b. describe any discussions concerning such current or prospective agreements or negotiations with the Applicants about the provisions identified in this subpart a of this Specification relating to such OVD service; and
  - c. if the Company has launched such service, describe any reaction by the Applicants to the service and any discussions with the Applicants about such service to the extent they concern the existence or prospective creation of Video Programming agreements or negotiations.

Response: [BEGIN HIGHLY CONFIDENTIAL/VIDEO PROGRAMMING CONFIDENTIAL INFORMATION]

SPEC. 11. Identify and describe the Applicants' obligations, and limits thereon, contained in the agreements listed in response to Specification 1(a) to provide the Company the metrics and data relating to views of the Company's Video Programming by the Applicants' subscribers, and describe how the information received pursuant to the provision impacts the Company's ability to effectively monetize its Video Programming and sell advertising.

Response: [BEGIN HIGHLY CONFIDENTIAL/VIDEO PROGRAMMING CONFIDENTIAL INFORMATION]

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SPEC. 12. With respect to each provision identified in response to Specification 2, describe any consideration or other benefit that was either offered by an Applicant or accepted by the Company in exchange for the Company's agreement to include the provision in the agreement.

Response: [BEGIN HIGHLY CONFIDENTIAL/VIDEO PROGRAMMING CONFIDENTIAL INFORMATION]

SPEC. 13. Describe any material differences among the Company's agreements with each of the Applicants, including differences among any provisions identified in response to Specification 2, and whether the terms of any one Applicant's agreements with the Company, taken in the aggregate, could be characterized as more favorable to the relevant Applicant than the Company's affiliation agreements with other Applicants.

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- SPEC. 14. Describe all communications between the Company and the Applicants related to the negotiation of any agreement listed in response to Specification 1(a) that discuss:
  - a. the importance to the Company of reaching a minimum level of penetration for the Company's Video Programming;
  - b. the importance to the Company of being carried on a particular programming tier;
  - c. the need to obtain carriage for the Company's Video Programming from another MVPD prior to obtaining carriage from the relevant Applicant; and
  - d. the importance of achieving distribution for the Company's Video Programming in in any specific geographic markets, including, but not limited to, any discussions related to the Company's ability to reach a critical mass of subscribers to launch a new network, attract national or regional advertisers, maintain long-term viability, or compete effectively with other video programmers.

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